

Arizona State Treasurer's Office Local Government Investment Pool Internet Participant Access System (LGIP-IPAS) Agreement

This Agreement is between You and the Arizona State Treasurer's Office (ASTO). By accepting this agreement, you accept, without limitation or qualification, all of the terms and conditions in this agreement, as well as the Risk Acknowledgement, Liability Limitations and Privacy Policy provided to you, and which is hereby incorporated by reference. Use of the IPAS interface constitutes continued acceptance of all the terms and conditions in these Agreements.

1. **Acknowledgement.** This Agreement sets forth the terms and conditions governing Your access to and use of the Interface known as the Internet Participant Access System (IPAS). For the purposes of this Agreement, the term "Product" or "Interface" shall include all of the information, services, features, functions and materials contained in the Interface, and all of the software, source code, and design configuration used on or in connection with the Interface.
2. **Use of Product; License.** Subject to all the terms and conditions of this Agreement, ASTO hereby grants to You a royalty-free, non-sublicensable, nontransferable, nonexclusive license to use the Interface during the term of this Agreement. You agree to use the Product in the ordinary course of business, and not to reproduce, distribute or modify any portion of the Interface. You shall not reverse assemble, reverse compile or reverse engineer any software source code or other components of the Interface, or otherwise attempt to discover any underlying Proprietary Information (as that term is defined below).
3. **Ownership.** Except as expressly licensed in Section 2 above, as between the parties, ASTO and its affiliates reserve all rights, title and interest in and to the Interface and Proprietary Information.
4. **Suggested Improvements.** You are encouraged to submit any comments you may have on the Interface by e-mail, including any information about errors, bugs, crashes, failures, unexpected results, other problems, as well as any workarounds, fixes, patches or rewrites you developed or feel should be developed. You agree that ASTO shall have, and You hereby assign to ASTO, any and all right, title and interest in and to any suggested modifications, design changes, features or improvements to the Product that You suggest, without the payment of any consideration therefore, and ASTO shall have the right to use, in any manner and for any purpose whatsoever, any information provided by You hereunder.
5. **No Training or Support.** You acknowledge and agree that ASTO shall have no obligation under this Agreement to provide any training or to correct any bugs, defects or errors or to otherwise support, develop or maintain the Interface.
6. **Warranty Disclaimer.** The parties acknowledge and agree that the Product is provided "AS-IS" and may not function correctly or at all and therefore is relied upon at Your sole risk. ASTO DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, ANY WARRANTIES AGAINST INFRINGEMENT OF THIRD PARTY RIGHTS, MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. ASTO MAKES NO WARRANTY RELATING TO THE PRODUCT, ITS USE OR ANY INABILITY TO USE THE PRODUCT, THE RESULTS OF ITS USE, THAT ERRORS IN THE PRODUCT WILL BE CORRECTED. NOTHING IN THIS AGREEMENT SHALL BE CONSTRUED AS PERMITTING YOU TO RELY IN ANY WAY ON THE CONTINUED USE OF THE PRODUCT OR ANY FURTHER DEVELOPMENT OR FUTURE RELEASE THEREOF.
7. **Term and Termination.** The term of this Agreement is open-ended, beginning on the date this agreement is signed, and ending upon receipt by the ASTO of written notification from

you requesting the termination of this agreement. Upon receipt of such notification, Your access to the IPAS system will be terminated, and this agreement will be deemed to have reached the end of its term. All provisions of this agreement survive such event and are fully in-force for the entire term of the agreement. ASTO reserves the right to terminate your rights under this Agreement and may so terminate for any reason or no reason.

8. **No Assignment.** Neither the rights nor the obligations arising under this Agreement are assignable or transferable by You, and any such attempted assignment or transfer shall be void and without effect.
9. **Controlling Law.** This Agreement shall be deemed to have been made in, and shall be construed pursuant to the laws of Arizona, without regard to conflicts of laws.
10. **Severability.** In the event that any of the provisions of this Agreement shall be held by a court or other tribunal of competent jurisdiction to be unenforceable, such provisions shall be limited or eliminated to the minimum extent necessary so that this

Agreement shall otherwise remain in full force and effect and enforceable, while most nearly giving effect to the intent expressed herein.

11. **Entire Agreement; Amendment; Waiver.** This Agreement, along with the End User Authorization, the Risk Acknowledgement, the Liability Limitation, the Privacy Policy and the Computer Support Agreement constitutes the entire agreement between the parties pertaining to the subject matter hereof, and supersedes any and all written or oral agreements heretofore existing between the parties.
12. **Express Notice.** ASTO draws your attention to the following features of the Interface subject to the above Section 6, Warranty Disclaimer.

The purpose of the INTERFACE is to allow you to enter deposit, withdrawal or transfer transactions to your LGIP Account in an efficient manner. The INTERFACE is meant for the knowledgeable user and the level of protection provided by the normal call-in process is NOT provided by the INTERFACE. Therefore users are advised only to use the INTERFACE if they are fully satisfied that they know and understand how it works.

Agreed to this _____ day of _____, ____.

By:

Name / Title

Organization

Signature